

# **EXHIBIT A**



**TO:** RAJESH GUPTA  
KIJARA GROUP, LLC  
116 STRATFORD CT  
NAPERVILLE, IL 60540

**RE:** Process Served in Michigan

**FOR:** KIJARA GROUP, LLC (Domestic State: IN)

*According to our records representation services for this entity have been discontinued in this jurisdiction.*

**Service of Process  
Transmittal**

06/26/2020  
CT Log Number 537855511

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Sharvadla Hollingsworth, Pltf. vs. Kijara Group, LLC, etc., and Whittier Manor, etc.,  
Dfts.

**DOCUMENT(S) SERVED:**

**COURT/AGENCY:** None Specified  
Case # 20007844NO

**ON WHOM PROCESS WAS SERVED:**

National Registered Agents, Inc., Bingham Farms, MI

**DATE AND HOUR OF SERVICE:**

By Certified Mail on 06/26/2020 postmarked on 06/24/2020

**JURISDICTION SERVED :**

Michigan

**APPEARANCE OR ANSWER DUE:**

None Specified

**ATTORNEY(S) / SENDER(S):**

None Specified

**ACTION ITEMS:**

SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780102097146

**SIGNED:**

National Registered Agents, Inc.  
208 South LaSalle Street  
Suite 814  
Chicago, IL 60604

**For Questions:**

866-705-2500  
CentralTeam2@wolterskluwer.com

Page 1 of 1 / NM

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

NEOPST FIRST-CLASS MAIL

06/24/2020

US POSTAGE \$008.00

ZIP 48334  
0411042511

Metroplex MI 48334 ZIP

WED 24 JUN 2020 PM

Law Offices of  
**Kelman & Fantich**  
Attorneys & Counselors at Law

30903 NORTHWESTERN HIGHWAY  
SUITE 270  
FARMINGTON HILLS, MI 48334

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL**



2019 0120 0002 0563 5035

Kijara Group, LLC  
c/o National Registered Agents, Inc.  
40600 Ann Arbor Road, Suite 201  
Plymouth, MI 48170

Approved, SCAO

Original - Court  
1st Copy - Defendant2nd Copy - Plaintiff  
3rd Copy - Return
**STATE OF MICHIGAN**  
**THIRD JUDICIAL CIRCUIT**  
**WAYNE COUNTY**
**SUMMONS**
**CASE NO.**  
**20-007844-NO**  
**Hon. Susan L. Hubbard**

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-5183

Plaintiff's name(s), address(es), and telephone no(s)  
**HOLLINGSWORTH, SHARVADIA**Defendant's name(s), address(es), and telephone no(s).  
**KIJARA GROUP, LLC, a Foreign Limited Liability Company**

Plaintiff's attorney, bar no., address, and telephone no

Brian L. Fantich 60935  
30903 Northwestern Hwy Ste 270  
Farmington Hills, MI 48334-3148
**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.
**Domestic Relations Case**

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

**Civil Case**

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 600.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in  this court,  with \_\_\_\_\_

Court,

where it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_

The action  remains  is no longer pending.

Summons section completed by court clerk.

**SUMMONS****NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 6/22/2020	Sign SCEs	Date print 8/21/2020	Expiration date* 9/21/2020	Court clerk Carlita McMILLER
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Cathy M. Garrett- Wayne County Clerk.

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

**SUMMONS**

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



**SUMMONS**  
Case No. : 20-007844-NO

**PROOF OF SERVICE**

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE**

OFFICER CERTIFICATE

Q8

AFFIDAVIT OF PROCESS SERVER

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104(A)(2)), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103(A)), and that: \_\_\_\_\_ (notarization required)

- I served personally a copy of the summons and complaint.

I served by registered or certified mail (copy or return receipt attached) a copy of the summons and complaint together with

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name  R.C.I.	Complete address(es) of service  P.O. Box 11 (A) 11	Day, date, time  1/25 am 10:00 1993
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- I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled \$	Fee \$		Signature
Incorrect address fee \$	Miles traveled \$	Fee \$	Total fee \$	Name (type or print)

Subscribed and sworn to before me on \_\_\_\_\_ Title \_\_\_\_\_  
County, Michigan.

My commission expires: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Deputy court clerk/Notary public \_\_\_\_\_

**Notary public, State of Michigan, County of [redacted]**

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with

**Attachments:**

on **Attachments:**

on behalf of

Carlita McMiller

6/22/2020 3:25 PM

WAYNE COUNTY CLERK

Cathy M. Garrett

20-007844-NO FILED IN MY OFFICE

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE  
SHARVADIA HOLLINGSWORTH,  
Plaintiff,  
vs.  
KIJARA GROUP, LLC, A Foreign Limited  
Liability Company  
WHITTIER MANOR, individually  
Defendants.

Case No.: NO  
Hon.:

LAW OFFICE OF KELMAN & FANTICH  
BRIAN L. FANTICH P-60935  
CARRA J. STOLLER P-64540  
ADAM J. GANTZ P-58558  
Attorney for Plaintiff  
30903 Northwestern Highway #270  
Farmington Hills, Michigan 48334  
(248) 855-0100

COMPLAINT

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

NOW COMES the above-named Plaintiff by and through her attorneys, LAW OFFICE OF KELMAN & FANTICH, and files this Complaint against the Defendants herein, and states as follows:

1. That at all times relevant hereto the Plaintiff was a resident of the City of Detroit, County of Wayne, State of Michigan.
2. That the Defendant, KIJARA GROUP, LLC, A Foreign Limited Liability Company, doing business at 10700 Whittier, Apt. 4, City of Detroit, County of Wayne, State of Michigan and

having Resident Agent being National Registered Agents, Inc., 40600 Ann Arbor Rd., Ste. 201, Plymouth, MI 48170.

3. That the Defendant, WHITTIER MANOR, individually, doing business at 10700 Whittier, Apt. 4, City of Detroit, County of Wayne, State of Michigan and having mailing address being 10700 Whittier Street, Detroit, MI 48224.

4. That the value of Plaintiff's claim is in excess of Twenty Five Thousand (\$25,000.00) Dollars exclusive of interest, cost and attorney fees.

5. That on or about June 28, 2017, the Defendants did business at and/or were the owners and/or maintainers of real property located at 10700 Whittier, Apt. 4, City of Detroit, County of Wayne, State of Michigan.

6. That on that date Plaintiff was an invitee/tenant at Defendant's property located at 10700 Whittier, Apt. 4, City of Detroit, County of Wayne, State of Michigan, and was in the kitchen (common area) of said premises when, suddenly and without warning, Plaintiff was cause to fall on camouflaged, broken, uneven, defective tile and fell to the ground created by Defendants' agents and employees, causing Plaintiff to sustain serious and disabling injuries.

7. That at all times Defendants enjoyed possession and control over the area where this incident took place.

8. That at all times relevant to the within, the Defendants owed a duty to the Plaintiff to properly maintain the premises and were in a position to best control and prevent the condition exposing the Plaintiff to the unreasonable risk of harm, and knew of and created the defective and unsafe condition then and there existing on the premises.

9. That Defendants owed a duty to the Plaintiff to inspect the areas where business invitees/tenants would walk to ensure that the premises would pose no risk of unreasonable harm to those lawfully on the premises.

10. That notwithstanding said knowledge and in total disregard of said duties, the Defendants breached the same by the following omissions, including but not limited to:

- a. Permitting said hazardous condition (defective flooring) to remain on the premises in an area where tenants/invitees would walk, although Defendants knew, or in the exercise of reasonable care and diligence should have known, of the dangerous condition thereof;
- b. Permitting a dangerous condition (defective flooring) to exist on said premises and allowed and permitted said premises, to remain in an unsafe condition, although Defendants knew, or in the exercise of reasonable care and diligence should have known thereof;
- c. Failing to inspect the premises, repair, replace and/or maintain the area, and/or remove said defect, or in the alternative, to give adequate notice or a warning to Plaintiff and other persons lawfully on said premises of the dangerous condition (defective flooring) thereof, although Defendants knew of, or in the exercise of reasonable care and diligence should have known of the dangerous condition thereof;
- d. Failing to keep the area where tenants/invitees would walk in a condition fit for its intended and foreseeable use in violation of MCL 554.139.
- e. Failing to provide adequate illumination due to defective lighting.
- f. Failing to keep the premises area in "reasonable repair" in violation of MCLA 554.139.

11. That as a direct and proximate result of Defendants negligence and carelessness, the Plaintiff sustained damages including, but not necessarily limited to:

- a. Severe injuries to chest and lung resulting in a pulmonary contusion; injuries to her head, back and neck, injuries to knees resulting in nerve damage; altered gait, permanent limp, inability to ambulate; injuries to her upper and lower extremities; gross and fine motor skill disturbance, severe shock, as well as physical pain and suffering as a result of being violently thrown to the ground;
- b. The requirement of intense therapy for injuries which are permanent in nature;
- c. Severe humiliation and embarrassment, which is of an ongoing and permanent nature;
- d. Loss of full ability to perform the normal vocational and avocational activities of life, and which prevent Plaintiff from participating in recreational activities, which loss is permanent;

- e. Past, present and future hospital, medical, and pharmaceutical bills for treatment and medication;
  - f. Severe, frequent and persistent pain which is of a continuing and permanent nature;
12. That in the event that Plaintiff was suffering from any other medical and/or emotional condition, then in that event, Plaintiff claims that those conditions were precipitated, aggravated and/or accelerated by reason of the foregoing incident herein described.
13. That Defendant is liable for the negligent actions/inactions of its employees, representative pursuant to the doctrine of respondeat superior.
14. That Defendant's under a separate and distinct duty owed to Plaintiff, are responsible for the active negligence of its employees and are liable to Plaintiff for the injuries sustained to her.
15. That Defendants under a separate and distinct duty owed to Plaintiff, Defendants negligently performed their respective obligations-duties to the detriment of Plaintiff under the contract causing severe and disabling injuries giving rise to tort liability.
16. That Defendants under a separate and distinct duty owed to Plaintiff, Defendants through their respective active negligence created a new hazard altering the premises which posed an unreasonable risk of harm to the detriment of Plaintiff causing severe and disabling injuries.
17. That Defendants had possession and control over the premises where this incident occurred.
18. That the Plaintiff and Defendant entered into a residential lease agreement which was intended to protect the expectations and rights of the Plaintiff, as an invitee/tenant, and the Defendants.
19. That the Defendants warranted by implication and pursuant to statute that he was to maintain the premises throughout the term of Plaintiff's tenancy in conformity with the existing

Michigan Housing Code and warranted against defects in the facility according to its use for residential purposes.

20. That the Defendants breached the warranty of habitability owed to the Plaintiff in failing to maintain and/or repair the defective flooring on the premises, over which the Defendants retained control to maintain and repair and Defendants failed to keep the area fit for its intended use.

21. That as a direct and proximate result of Defendants failure to uphold the warranty of habitability then existing in Plaintiff's favor, the Plaintiff suffered the substantial losses hereinabove set forth.

22. That Defendants as the owner of the premises, violated MCLA 554.139 and MCLA 554.601, the Michigan Housing Law, MCLA 125.401, et seq., and MCLA 125.536 by permitting unsafe conditions to exist unabated on the premises.

23. That Defendants as owner of premises, violated MCLA 67.10 by failing to keep to keep free from the walkway free of obstructions, encroachments or other nuisances.

24. That Defendant's have breached their respective duties under the International Property Maintenance Code (2009 Edition) and Building Construction Ordinance Section 302.3, which is applicable under MCLA 554.139. Said statutory/code breach caused Plaintiff's severe injuries to her detriment.

WHEREFORE, Plaintiff prays for Judgment against the Defendants in whatever amount above Twenty Five Thousand Dollars (\$25,000.00) that Plaintiff may be found to be entitled plus costs, interest and attorney fees so wrongfully sustained.

LAW OFFICE OF KELMAN & FANTICH

By:

BRIAN L. FANTICH P-60935

Dated: June 22, 2020